

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement ("Agreement") is effective as of January 10, 2017 and is made and entered into by and between **Clayton M. Wilcox, Ed. D.** ("Superintendent") and **The Charlotte-Mecklenburg Board of Education** ("Board").

The Board is seeking a leader to serve as its superintendent. In addition to stellar qualifications, the Board desires a superintendent who has a proven track record of success in terms of fostering student achievement, managing personnel effectively, and interfacing with diverse constituencies. Superintendent desires to serve as the Board's superintendent and represents that he meets all legal and Board requirements to be hired by the Board as its superintendent.

Therefore the parties, each acknowledging the receipt of adequate and appropriate consideration, agree as follows:

1. Term. Unless sooner terminated as provided in this Agreement, the parties agree that Superintendent will be employed by the Board pursuant to this Agreement for a period beginning July 1, 2017, and ending June 30, 2021 ("Term"). At any time after June 30, 2018, the parties may mutually agree to extend the Term. Under no circumstances will the total time remaining in the Term exceed 4 years. In accordance with North Carolina law, Superintendent will reside in Mecklenburg County, North Carolina at all times during the Term.

2. Responsibilities. During the Term, subject the Board's policies, contractual obligations, and general oversight, supervision, and direction, Superintendent will:

- a.** Devote his full time, attention, and best efforts to the business of the Board;
- b.** Maintain valid and appropriate qualifications to act as superintendent, as may be prescribed by the laws of the State of North Carolina and by the regulations of the North Carolina State Board of Education;
- c.** Be the executive officer of the Board and serve as secretary to the Board;
- d.** Have charge of the administration of the schools, staff under his charge, students, and facilities;
- e.** Institute reforms and appropriate systemic changes, such as curriculum and program offerings, as he finds necessary and expedient;
- f.** Organize the administrative structure as necessary to affect efficiency and effectiveness;
- g.** Direct, assign, and reassign teachers and other staff under his charge, provided he will inform the Board prior to the administrative transfer of any school principal;

h. Recommend all principals, teachers, and other school personnel under his charge for employment to the Board for its election;

i. Recommend policies to the Board and draft, implement, and reasonably interpret policies, regulations, rules, and procedures;

j. Stay abreast of educational trends and developments;

k. Work collaboratively with the General Counsel and support the legal and regulatory operations of the Board;

l. Establish and implement a process for communicating to the Board all relevant developments, initiatives, and issues;

m. Comply with all lawful requests, instructions, or policies made or adopted by the Board;

n. By August 31, 2017, propose plans to the Board to facilitate communications between Superintendent and the Board as well as Superintendent and each Board member;

o. Preserve the confidentiality and safekeeping of all Board student records, employee personnel records, and other confidential documents and information regarding students, employees, testing or other Board matters in accordance with Board policies and regulations and all applicable federal and state law; and

p. Perform all other duties and exercise the powers and functions incident to the office of superintendent and such other duties as may be prescribed by law or vested in him by the Board from time to time.

3. Conflicts of Interest; Other Employment. Neither Superintendent nor, to the extent within his control, Superintendent's spouse, children, or first degree relatives, will, either directly or indirectly, engage in any activity which creates either an actual or potential conflict of interest with Superintendent's discharge of his obligations as set forth in this Agreement or by law. The aforementioned prohibition will include, without limitation, the following activities:

a. holding a pecuniary interest in any product or service provided to or being contemplated to be provided to the Board or holding such interest in any type of corporate entity which provides or will provide a product or service to the Board; and

b. holding a pecuniary interest in any property (real, personal, or otherwise) or equipment provided to or being contemplated to be provided to the Board or holding such interest in any type of corporate entity which holds such property.

The parties further acknowledge and agree that Superintendent's duties and responsibilities will require full-time employment and frequently require that Superintendent attend to his duties during the evenings, weekends, and holidays. Superintendent will focus his professional time, ability, and attention on the Board's business during the Term. Except as specifically authorized in advance by the Board Chair, during the Term, Superintendent will not accept or be engaged in any outside employment or be engaged

as an employee, independent contractor or otherwise in any other business or commercial activity pursued for gain, profit, or other pecuniary advantage. To the extent such authorization is granted by the Board Chair, Superintendent will utilize personal leave time when engaged in any such activity. Under no circumstances whatsoever will Superintendent use any Board resources except as authorized by the Board.

4. Medical Examination. Prior to the beginning of the Term, Superintendent will undergo a medical examination necessary to complete and provide to the Board an employee health certificate as required pursuant to the terms of N.C. Gen. Stat. § 115C-323; provided that, as a condition precedent to this Agreement, the Board agrees to reimburse the Superintendent for the cost of the medical examination. A physician of Superintendent's choice may complete such a medical examination so long as the physician meets the requirements of N.C. Gen. Stat. § 115C-323.

5. Board Meeting Attendance. Except as he is excused from attendance by the Board, acting through the Board Chair, in accordance with its lawful ability to do so, Superintendent will attend all Board meetings.

6. No Reassignment. The Board will not reassign Superintendent to any other position without his express written consent.

7. Compensation.

a. Base Salary. During the Term, the base salary of Superintendent will be \$280,000 per year ("Base Salary"). This amount will be paid to Superintendent in equal monthly installments of approximately \$23,333.33. Funding for the Base Salary will be comprised of state funding, as set forth by law, and local funding allocated by the Board. In addition, the parties agree that the Base Salary will be reviewed annually by the Board during the Term, at which time the Base Salary may be increased in the Board's absolute and sole discretion. Moreover, during the Term, in addition to the Base Salary, Superintendent will receive any salary increases awarded by the State of North Carolina after June 30, 2018.

b. Discretionary Performance Compensation. In addition to the Base Salary, the Board will consider after the end of each fiscal year during the Term, beginning with fiscal year ending on June 30, 2018, if and as applicable, whether to pay Superintendent discretionary performance compensation. That consideration will be based upon the Board's evaluation of Superintendent's job performance as set forth in this Agreement and Board policy.

During each fiscal year of the Term, the Board, in consultation with Superintendent, will establish a set of the Board and individual goals that the Board may use, in part, in determining Superintendent's eligibility for discretionary performance compensation for the ensuing fiscal year. Moreover, in making its determination of the amount of any discretionary performance compensation, if any, to be paid, the Board's evaluation of Superintendent's performance generally will be guided as follows:

(1) two-thirds of Superintendent's total potential opportunity will be based on achievement of objective, measurable corporate the Board goals established for the preceding fiscal year; and

(2) one-third of Superintendent's total potential opportunity will be based on achievement of Superintendent's individual goals and/or such subjective criteria as the Board may establish or consider for the preceding fiscal year in light of Superintendent's overall performance, as determined by the Board.

Calculation and payment of such discretionary performance compensation will be in the absolute and sole discretion of the Board up to a maximum total amount equal to 10% of Superintendent's then applicable Base Salary as Superintendent for the fiscal year under consideration. The Board will vote on such discretionary performance compensation and pay any potential amount to Superintendent, if and as awarded, by November 30 of each fiscal year beginning in 2018. However, the parties agree that failure of the Board to vote on discretionary performance compensation by such dates will not entitle Superintendent to performance compensation for such applicable period.

The parties further agree that except as otherwise agreed to by a majority of the full Board, if Superintendent is separated from his employment with the Board for any reason prior to having fully completed any fiscal year of the Term, Superintendent will not be eligible to receive, and will automatically forfeit, the amount of any then unawarded and/or unpaid discretionary performance compensation for that unfinished fiscal year (whatever the reason for the end of the employment relationship). In addition, the parties agree that if Superintendent is separated from his employment with the Board for any reason after having fully completed any fiscal year of the Term, but before discretionary performance compensation for such fiscal year is awarded or paid, Superintendent will remain potentially eligible to receive performance compensation for that fiscal year, provided such an amount is, in fact, awarded and paid in the absolute and sole discretion of the Board upon approval by a majority of the full Board.

c. **Pre-Employment Work.** Superintendent may spend up to 80 days prior to July 1, 2017, familiarizing himself with the Charlotte-Mecklenburg community and the Board's operations, facilities, and staff and otherwise prepare himself to serve the Board as its superintendent ("Pre-Employment Work"). In consideration for Pre-Employment Work, Superintendent will be compensated at a daily rate in an amount equal to 1/260th of the Base Salary. In addition, Superintendent will be reimbursed for his actual, reasonable expenses for lodging, meals, and travel to and from Mecklenburg County, subject to approval of the Board Chair. The pre-employment work described in this paragraph will not affect the commencement date of the Term.

8. Performance Evaluation. Prior to October 31, 2017 and, thereafter, prior to October 31 of each year of the Term, the Board and Superintendent will mutually develop and implement a formal process for evaluating Superintendent's performance of his duties.

9. Benefits. During the Term, Superintendent will be eligible to receive the following benefits:

a. **Annual Vacation, Leave, Sick Leave and Holidays.** During the Term, Superintendent will accrue annual vacation leave, sick leave and authorized holidays as provided by state law, North Carolina State Board of Education regulations, and applicable Board policies and regulations. Annual vacation leave, sick leave, and authorized holidays will be taken in accordance with Board policy and regulations and North Carolina State Board of Education regulations. Annual vacation leave and sick leave may be carried forward as provided by law, North Carolina State Board of Education regulations, and applicable Board policies and regulations. In addition, payment, if any, for any accrued and unused annual vacation leave at the time of Superintendent's separation from employment with the Board will be

made in accordance with Board policy and regulations and North Carolina State Board of Education regulations.

b. Additional Local Paid Leave. The Board recognizes that Superintendent will provide services to the Board amounting to many hours of additional time above and beyond those contemplated under this Agreement. Therefore, Superintendent will be eligible to take 15 days of additional, local paid leave. Superintendent will take any such leave prior to using any accrued, unused annual leave days. Furthermore, any such additional local paid leave that is not used during the fiscal year in which it is earned will be automatically forfeited and may not be accumulated or carried over to the following fiscal year, nor will it be subject to any payment by the Board or otherwise at the time of Superintendent's separation from employment with the Board for whatever the reason.

c. Medical/Dental/Vision Insurance. During the Term, the Board will pay, as applicable, the full premium costs for medical, dental and vision insurance coverage for Superintendent and his eligible dependents under any plan approved for other professional employees of the Board, as such plans may be amended, supplemented, updated, replaced or terminated from time to time.

d. Life Insurance Premium. During the Term, the Board will pay Superintendent \$1,500 per year to assist Superintendent in satisfying the premium of a life insurance policy.

e. Annuity/Retirement Deferral. During the Term, the Board, at Superintendent's request and to the extent permitted by federal and state laws that limit the deferral of compensation, will withhold and transfer an amount as determined by Superintendent of the Base Salary on an annual, semiannual or monthly basis into any annuity or retirement program chosen by Superintendent from among the regular plan alternatives then available to other Board employees.

f. Memberships/Dues. During the Term, the Board will pay Superintendent's membership charges and regular dues for membership in the customary national, state, and local professional organizations to which a large school district superintendent regularly belongs as reviewed and approved in advance by the Board Chair.

g. Transportation. During the Term, the Board will pay Superintendent additional salary in the amount of \$900 per month in lieu of a car allowance and in exchange for Superintendent using his personal vehicle for in-county travel and foregoing any reimbursement for his costs. This additional salary will not be considered as part of his aggregate salary for the purpose of annual salary increases. Out-of-county travel will be reimbursed at the same rate of reimbursement as other Board employees.

h. Other Benefits. During the Term, the Board will provide to Superintendent those other benefits customarily provided by the Board to other senior level professional Board employees employed by the Board as of July 1, 2017, including 401(k), 403(b) and 457(b) plans, North Carolina Teachers' and State Employees' Retirement System participation, and all group life and permanent disability plans or other employee welfare benefit plans, as may be adopted, amended, supplemented, updated, replaced or terminated from time to time and provided Superintendent otherwise remains eligible to participate in such plans and benefits by their terms.

10. Administrative and Technological Support. During the Term, the Board will provide

Superintendent with administrative support and an appropriately furnished and equipped office, in accordance with applicable law. Further, the Board will provide Superintendent with all technological implements as are reasonably necessary for Superintendent to carry out his obligations as set forth in this Agreement. Any item provided to Superintendent pursuant to this Agreement will remain property of the Board and, as such, will be returned to the Board in serviceable condition upon the expiration or termination of this Agreement for any reason.

11. Professional Growth. The Board expects Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Board further expects Superintendent to attend appropriate professional meetings at the local, state, and national level, including applicable out-of-state meetings. As such, during the Term, upon submission of proper itemized expense statements and vouchers to the Finance Officer by Superintendent, and upon approval of the Board Chair (which approval will not be unreasonably withheld), the Board will, as appropriate, either pay in advance or reimburse Superintendent for all normal and reasonable expenses in connection with such professional development and meeting attendance. Such reimbursements/payments will be made in accordance with the terms of applicable Board policies, regulations, and procedures then in effect concerning the same as may be established or amended from time to time.

12. Other Expenses. The Board recognizes that Superintendent will incur such expenses from time to time as the Board's representative in the pursuit of educational excellence, private funding and grants, and for other business reasons. As such, during the Term, upon submission of proper itemized expense statements and vouchers to the Finance Officer by Superintendent, and upon approval of the Board Chair (which approval will not be unreasonably withheld), the Board will pay or reimburse Superintendent for all normal and reasonable business expenses, including authorized travel expenses, incurred by Superintendent in connection with Superintendent's performance of his authorized responsibilities with the Board. Such reimbursements/payments will be made in accordance with the terms of applicable Board policies, regulations, and procedures then in effect concerning the same as may be established or amended from time to time in the absolute discretion of the Board.

13. Relocation. The Board will pay Superintendent \$15,000 to cover costs incurred in the course of relocating to Mecklenburg County, North Carolina. The Board will pay this amount by check to Superintendent at a date mutually agreed upon by Superintendent and the Board Chair in consultation with the Finance Officer. The parties agree that, aside from the amount set forth in this paragraph, the Board will have no additional responsibility to pay for or reimburse any other costs related to Superintendent's relocation to Mecklenburg County, North Carolina.

14. Professional Liability. The Board agrees that pursuant to the terms and limitations of applicable Board policies, regulations, and plans, the Board will defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity, or in his official capacity as an agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the course and scope of his employment with the Board; and provided further that such defense and indemnity is within the authority of the Board to provide under state law. The Board will provide indemnity from liability as set forth above for all claims made and occurrences throughout the Term. However, in no case will individual Board members be considered personally liable to defend, hold harmless, or indemnify Superintendent against such demands, claims, suits, actions, and legal proceedings.

15. Intellectual Property. Superintendent and the Board agree that the Board will own all rights, title, and interest in all materials, products, discoveries, improvements, inventions, processes, programs, software, hardware, systems, techniques, and ideas that Superintendent develops expressly at the request of the Board in the performance of his employment obligations, including, but not limited to, all "works for hire" as defined by the copyright laws of the United States ("Intellectual Property"). To the extent that any such Intellectual Property may not be transferred to the Board by operation of law, Superintendent hereby assigns to the Board all rights, title, and interest in such Intellectual Property; provided, however, that the Board will reimburse Superintendent for all reasonable expenses incurred for the benefit of the Board in complying with the obligations set forth in this paragraph.

16. Termination.

a. Termination Events. The Term will terminate immediately upon the occurrence of any of the following events:

- (1) termination by mutual consent;
- (2) upon the death of Superintendent;
- (3) upon the effective date of Resignation by Superintendent (as defined below);
- (4) upon the close of business on the date the Board gives Superintendent notice of Termination for Just Cause (as defined below);
- (5) upon the close of business on the date the Board gives Superintendent notice of Termination For Convenience (as defined below);
- (6) upon end of the time period specified following the Disability of Superintendent (as defined below); or
- (7) upon the end of the Term.

The parties agree that, without expressly or constructively terminating the Agreement, the Board may place Superintendent on temporary leave with pay, reassign his duties, or appoint another person or persons to act jointly with Superintendent in exceptional circumstances (e.g., Superintendent becomes disabled or he is being investigated for alleged inappropriate conduct) as determined by the Board.

b. Resignation by Superintendent. As used in this Agreement, "Resignation by Superintendent" will mean any termination or resignation by Superintendent of his employment relationship with the Board for any reason, including, but not limited to, retirement by Superintendent under this Agreement, before the end of the Term or any applicable mutually agreed upon extended term. Superintendent is required to give at least 90 days advance written notice of resignation to the Board, and the Board is entitled upon receiving such notice, in its discretion, to accept such resignation as effective on the resignation date proposed by Superintendent, or such other earlier date designated by the Board. In addition, the Board will be required to pay Superintendent his Base Salary and other applicable, accrued compensation only through Superintendent's final resignation date as agreed to or revised by the Board, regardless of whether Superintendent is actually required or permitted to perform any services for the Board

during that period.

c. Termination for Convenience. As used in this Agreement, "Termination for Convenience" will mean any termination of the employment of Superintendent by the Board for any reason other than termination by mutual consent, Resignation by Superintendent, death, "Disability," or "Termination for Just Cause." The Board may, at its option, unilaterally terminate this Agreement for convenience by giving Superintendent notice of its intent to terminate this Agreement for convenience.

If the Board chooses to terminate this Agreement for convenience and Superintendent continues to abide by the confidentiality and other post-employment requirements set forth in this Agreement, then Superintendent will be entitled to be paid his then applicable, remaining unpaid Base Salary for a period of 24 months following the effective date of the termination of this Agreement.

Such amounts will be payable to Superintendent at the same time and in the same manner as Superintendent's prior Base Salary payments. In addition, the payment of such amounts will be treated by the parties as severance/liquidated damages to compensate Superintendent for any and all claims or damages incurred by him of any kind or nature whatsoever, including, but not limited to, contractual, compensatory, and punitive damages arising out of or relating to the termination of this Agreement. Moreover, in exchange for and as a condition precedent to receiving such liquidated damages, Superintendent will sign a document prepared by the Board, in which he agrees to release any claim, known or unknown, as of the date of the termination of this Agreement, that he had in the past, has currently, or may have in the future against the Board, and its respective officers, members, employees, and representatives, both personally and in their official capacities, relating to or arising out of his employment.

d. Termination for Just Cause. As used in this Agreement, "Termination for Just Cause" will mean termination of this Agreement due to Superintendent's:

- (1) commission of any act of fraud, embezzlement, theft, or misappropriation of Board resources;
- (2) breach of fiduciary duty, or neglect of job duties;
- (3) criminal conviction, guilty plea, or plea of nolo contendere;
- (4) violation of state or federal law
- (5) violation of the Board's policies or decisions;
- (6) dishonesty or insubordination; or
- (7) breach or failure to perform the obligations set forth in this Agreement.

e. Disability. As used in this Agreement, "Disability" will mean Superintendent is disabled and unable, with or without a reasonable accommodation, to safely and effectively perform the essential functions and duties of his position with the Board by reason of a physical or mental disability, impairment, injury, or condition that has continued for a period totaling 90 days beyond the time that

Superintendent would have been entitled to take regular annual leave or sick leave with the Board, or both. Superintendent agrees to submit such medical evidence to the Board regarding such Disability as is reasonably requested by the Board Chair, to be treated as confidential as required by law. The Board, in turn, agrees to cooperate fully with Superintendent in assisting him in applying for applicable disability benefits.

f. Just Cause Hearing Rights. The parties agree that in the event of the Board's proposed termination of this Agreement for just cause that the process will be as follows:

(1) The Board will issue written notice ("Notice") of its preliminary intention to terminate this Agreement for just cause which will include the following information:

- (a) The basis upon which the Board purports to terminate this Agreement, as well as any documentary support for such basis;
- (b) That Superintendent may request a hearing before the Board by sending a written request for such hearing to the Board Chair by the date set forth in the Notice.
- (c) That Superintendent, at his own expense, may be represented by legal counsel at the hearing.
- (d) The date and time that the hearing will be held, should one be requested by Superintendent.

(2) If Superintendent requests a hearing, the Board will set the date for the hearing on the date and time set forth as referenced in this subsection (f)(1)(d).

(3) The rules for the hearing will be as follows:

- (a) Every Board member will be entitled to serve on the hearing panel ("Panel"), but under no circumstances will a hearing be held with less than a quorum of the Board.
- (b) Superintendent, either directly or through his legal counsel, will have 1 hour to address the Board on any aspect of the proposed termination of this Agreement.
- (c) Panel members may ask Superintendent or his legal counsel questions at any time during the hearing.
- (d) The hearing will be transcribed in its entirety by a professional court reporter.
- (e) Attendance at the hearing will be strictly limited to the Panel, Superintendent, Superintendent's legal counsel, the Panel's legal counsel, and a professional court reporter.

(f) After the earlier of either the expiration of Superintendent's time to address the Panel or the voluntary conclusion of Superintendent's presentation, the Panel will excuse everyone from the hearing room, except its legal counsel, and enter deliberations.

(4) After the hearing and Board deliberations are complete, the Board will deliver to Superintendent a written statement informing him of the Board's decision to:

- (a) Terminate this Agreement for Just Cause;
- (b) Terminate this Agreement for Convenience; or
- (c) Not terminate this Agreement.

17. Effect of Termination/End of Agreement. Following the termination of this Agreement or end of the Term for *any* reason, Superintendent or, in the event of Superintendent's death, Superintendent's estate will:

- a. Be entitled to any earned but unpaid Base Salary due at the time of the termination or end of the Term;
- b. Be entitled to any non-forfeited amounts awarded that may be payable to Superintendent pursuant to the terms of the discretionary performance compensation as set forth in this Agreement;
- c. Be entitled to any vested 401(k), 403(b), 457(b), or other vested retirement, pension, or deferred compensation benefits set forth in this Agreement, if any;
- d. Be entitled to reimbursement of all reasonable business expenses incurred by Superintendent in accordance with this Agreement prior to the termination or end of the Term; and
- e. Have the general right to elect certain coverage continuation under COBRA, if and as applicable.

Thereafter, except for any additional benefits or payments that may be due as set forth in this Agreement, Superintendent and/or his estate, as applicable, will not be entitled to receive any additional compensation, payments, wages, incentive pay, commissions, severance pay, consideration, or benefits of any kind from the Board hereunder upon the termination or end of the Term, nor will Superintendent or his estate be entitled to receive reimbursement for business expenses incurred as Superintendent after the end of the Term.

18. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Superintendent, the Board and, as appropriate, their respective successors, assigns, heirs, and personal representatives, provided, that Superintendent may not assign any of his rights, title, duties or interest in this Agreement. The parties, however, agree that nothing in this Agreement will either preclude Superintendent from designating a beneficiary to receive any benefit payable upon Superintendent's death, or the executors, administrators, or other legal representatives of Superintendent or Superintendent's estate from assigning any rights hereunder to the person or persons entitled thereunto.

19. **Governing Law.** The parties agree that this Agreement will be deemed to be a contract made under, and for all purposes will be governed by and construed in accordance with, the internal laws and judicial decisions of the State of North Carolina, except as superseded by federal law.

20. **Taxes/Deductions/Estate.** The parties agree that all compensation, plan, benefits, and potential severance or other payments to Superintendent set forth in this Agreement, if and as applicable, will be subject to all withholdings and deductions required by law or as authorized by Superintendent, as appropriate, and the Board will report such amounts set forth in this Agreement as W-2 income for the applicable tax year(s) in which they are received, if and as applicable or as other vested or accrued, non-forfeited compensation or benefit payments outlined in this Agreement will be paid to Superintendent's estate or legal representative, in accordance with the above terms.

21. **Waiver of Breach.** No waiver of any breach of this Agreement will operate or be construed as a waiver of any subsequent breach by any party. No waiver will be valid unless set forth in writing and signed by the party waiving any particular provision.

22. **Severability.** The parties understand and agree that every provision of this Agreement is severable from each other provision of this Agreement. Thus, the parties agree that if any part of the covenants or provisions contained in this Agreement is determined by a court of competent jurisdiction or by any arbitration panel to which a dispute is submitted to be invalid, illegal, or incapable of being enforced, then such covenant or provision, with such modification as will be required in order to render such covenant or provision not invalid, illegal, or incapable of being enforced, will remain in full force and effect, and all other covenants and provisions contained in this Agreement will, nevertheless, remain in full force and effect to the fullest extent permissible by law.

23. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

24. **Filing.** The parties agree that a copy of this Agreement will be filed with the State Board of Education of North Carolina in accordance with state law.

25. **Conditions Precedent.** The offer of employment set forth in this Agreement is conditional, subject to:

a. Superintendent's ability to perform the essential functions of his Superintendent position as defined by the Board and applicable state law, with or without reasonable accommodations;

b. the results of Superintendent's authorized pre-employment background checks, which must show the absence of, among other things, any criminal record deemed unacceptable by the Board;

c. verification of Superintendent's credentials; and

d. verification of Superintendent's employment eligibility.

26. **Entire Agreement.** Except as otherwise set forth in this Agreement, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes any and all prior and contemporaneous agreements, representations, promises, inducements,

and understandings of the parties. This written Agreement cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. Moreover, this written Agreement may not be later modified except by a further writing mutually agreed to by the parties, approved by official action of the Board, and signed and accepted in writing by the duly authorized Board Chair and Superintendent.

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The parties are signing this Agreement effective as of the date stated in the introductory clause.

THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION


Mary McCray, Chair

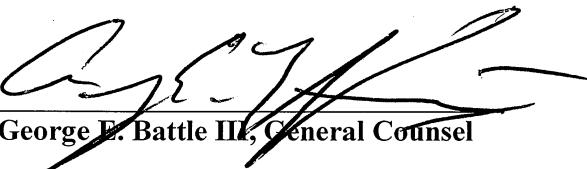
ATTEST:


Elyse Dashew, Vice Chair

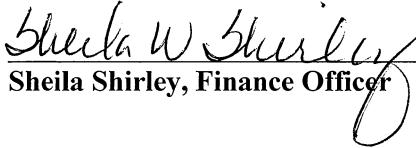
SUPERINTENDENT


Clayton M. Wilcox, Ed. D.

APPROVED AS TO FORM:


George E. Battle III, General Counsel

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED
BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT


Sheila Shirley, Finance Officer